



97.444-C  
2004.336-C  
**EVERCOM**

226290  
226291

September 30, 2010

**VIA OVERNIGHT DELIVERY**

**Mr. Charles Terreni, Chief Clerk and Administrator**  
South Carolina Public Service Commission  
Synergy Business Park  
Saluda Building  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

**RECEIVED**

OCT 04 2010

PSC SC  
CLERK'S OFFICE

Re: Evercom Systems, Inc.  
Company Name Change Notification

Dear Mr. Terreni:

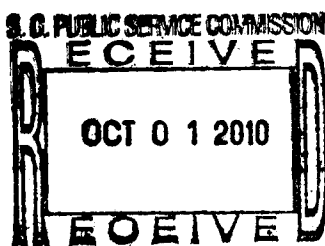
Please find enclosed an original and five copies of materials regarding a name change for Evercom Systems, Inc. ("Evercom"). The Company has included the following documents: the Company's South Carolina PSC Tariff No. 1 in its entirety reflecting the new name and including all original pages, Secretary of State Certificate reflecting the new name, and sample letter notifying the facilities the Company serves of the change in name.

Evercom Systems, Inc. is authorized by the South Carolina Public Service Commission to provide Pay Telephone Services in Docket No. 85-150-C, Order No. 2003-693. By this correspondence Evercom is providing notification to the Commission that it is changing its name to Securus Technologies, Inc. This name change does not constitute a change in management, merger, transfer of assets or sale of the Company, nor will South Carolina customers experience any change in their rates or service as a result of the change in name. The Company respectfully requests that this filing become effective on November 1, 2010 or at the Commission's earliest convenience.

Evercom sincerely appreciates your attention to this matter. Please date stamp the enclosed additional copy of this correspondence and return it in the enclosed pre-addressed stamped envelope. Should you have questions regarding this filing, please contact Erin L. Curry, Regulatory Analyst, at (972) 277-0395 or [ecurry@securustech.net](mailto:ecurry@securustech.net). You may also contact the undersigned at (972) 277-0319.

Respectfully submitted,

Curtis L. Hopfinger  
Director, Regulatory & Government Affairs



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INMATE TELECOMMUNICATIONS SERVICES TARIFF

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*SECURUS TECHNOLOGIES, INC.*

SCHEDULE OF RATES, CHARGES AND REGULATIONS

APPLYING TO INMATE

TELECOMMUNICATIONS SERVICES

WITHIN THE STATE OF SOUTH CAROLINA

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Issued: October 1, 2010

Effective:

By: Curtis L. Hopfinger  
Director – Regulatory & Government Affairs  
Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254

TITLE PAGE

This tariff applies to intrastate telecommunications services furnished by Securus Technologies, Inc. between one or more points in the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business at 14651 Dallas Parkway, Dallas, Texas 75254.

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CHECK SHEET

This tariff contains a Cover Sheet and sheets 1 through 24, inclusive, each of which is effective on the date shown thereon.

<u>Sheet</u>	<u>Revision</u>
Cover Sheet	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original

\* Indicates new or revised sheets

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TARIFF FORMAT

**Sheet Numbering:** Sheet numbers appear in the upper right corner of the sheet. Sheets are number sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example a new sheet added between sheets 11 and 12 would be Sheet 11.1.

**Revision Numbers:** Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the South Carolina Public Service Commission ("Commission"). For example, 4<sup>th</sup> Revised Sheet 13 cancels 3<sup>rd</sup> Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

**Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

**Check Sheets:** When a tariff filing is made with the Commission, an updated Check Sheet is included. The Check Sheet Lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the addition. All revised sheets in a given filing are designated by an asterisk (\*) on the Check Sheet. The tariff user should refer to the Check Sheet to find out if a particular sheet is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS – CODING OF TARIFF REVISIONS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

C – Change in Regulation, but No Change in Rate of Charge

D – Delete or Discontinue

I – Change Resulting in an Increase in Rate or Charge

M – Moved from Another Tariff Location Without Change

N – New

R – Change Resulting in a Reduction in Rate or Charge

T – Change in Text, but No Change in Rate or Regulation

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**1. DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

AdvanceConnect Account – An account that is established with the Company by an initial payment by an End User which permits an Inmate User to access the Company's services to make prepaid Collect Calls.

Authorization Code – A pre-defined series of numbers to be dialed by the Inmate User or Authorized User upon access to the Carrier's system to identify the caller and validate the caller's authorization to use the services provided.

Authorized User – A person, firm, partnership, corporation or other entity who is authorized by the Confinement Facility to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

Called Party – The person, individual, corporation, or other entity whose telephone number is called by the Inmate User. Other than for Prepaid Service calls, the Called Party accepts responsibility for payment of the charges for use of the Company's services.

Collect Calls – Calls billed not to the originating telephone number, but to the called telephone number upon acceptance, via an automated interface, of the call for which charges are billed.

Commission – Used throughout this tariff to mean the South Carolina Public Service Commission.

Common Carrier – A company or entity providing telecommunications services to the public.

Company – Securus Technologies Inc., a Delaware corporation, also referred to as the Carrier.

Confinement Facility – Used throughout this tariff to refer to any place designated by law for the confinement of persons held in custody under process of law, under lawful arrest or under mental treatment, including a facility for the detention of juveniles.

Customer – The person or entity responsible for the payment of charges for services offered under this tariff.

End User – The person, individual, corporation, or other entity whose telephone number is called by the Inmate User. Other than for Inmate Prepaid Service calls, the End User accepts responsibility for payment of the charges for use of the Company's services.

Inmate User – A person incarcerated in a facility serviced by the Carrier who is authorized by the Carrier's Confinement Facility to be connected to and utilize services under the terms and regulations of this tariff.

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**1. DEFINITIONS (CONTINUED)**

Local Access and Transport Area (LATA) – The term “Local Access Transport Area” denotes a geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192.

Measured Charge – A charge assessed on a per minute basis in calculating the charges for a completed call. Measured Charges are specified as a rate per minute which applies to each minute, with fractional minutes of use counted as one full minute.

Prepaid Balance – A balance that is established with an initial payment by an Inmate User, Authorized User or End User for Prepaid Service. Applicable charges are deducted from the Prepaid Balance on a real-time basis.

Prepaid Calling Card – A calling card issued by the Company which provides the Inmate User or Authorized User with a Prepaid Balance, an Authorization Code and instructions for accessing the Company’s services. The Inmate User or Authorized User purchases usage on a set prepaid basis.

Prepaid Card Call – A service whereby the Inmate User or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a “1-800” or other access code dialing sequence. Usage charges for Prepaid Card Calls are deducted from the Inmate User’s or Authorized User’s Prepaid Debit Account on a real time basis.

Prepaid Debit Account – An account that is established with an initial payment by an Inmate User for Prepaid Service. The Inmate User is provided with a Prepaid Balance, Authorization Code and instructions for accessing the Company’s services.

Prepaid Service – A service whereby the Inmate User or the End User accepts responsibility for payment of the charges for use of the Company’s services, which includes Prepaid Calling Cards, Prepaid Debit Accounts, and Prepaid Collect Accounts.

Service Charge – A non-measured (fixed) charge which is added to a Measured Charge in calculating the total tariff charges due to a complete call.

Station- Any location from which calls may be placed or received.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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**2. APPLICATION OF TARIFF**

- 2.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by the Company between points within the State of South Carolina. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.2 The services offered by the Company subject to this tariff consist of furnishing Collect Calls through store and forward technology incorporating an automated operator and the resale of transmission services of other carriers.
- 2.3 Because the services offered hereunder are provided to inmates of a correctional facility or similar institution, special stipulations may apply. These stipulations are designed to preserve the integrity and security of the facility, the safety of the public and to reduce fraud and harassment. When deemed appropriate by the facility administration, these include: providing outward only calls; providing 0+ Collect Calls only for local, intraLATA toll and interLATA toll calls and blocking access to all other types or forms of calls; blocking access to local Directory Assistance (411), long distance Directory Assistance (555-1212), 911 call, toll free numbers including 1-800, 700, 900, 950, 10XXX and any other telephone numbers the facility administration directs; limiting hours during which telephone service is available to inmates; and/or limiting call duration to a time interval established by the facility administration.

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- 2.4. Service furnished by the Company may be connected with services or facilities of other authorized Common Carriers and with private systems, subject to the technical limitations established by the Company. The services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying Common Carriers who may be subject to the jurisdiction of this Commission.
- 2.5. The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.
- 2.6. The Company's obligation to furnish service hereunder is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and contractual rights necessary for the provision of the service.

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**3. GENERAL REGULATIONS**

**3.1 Use of Services**

- 3.1.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 3.1.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 3.1.3 The use of the Company's services without payment for service or attempting to avoid payment for service is prohibited.
- 3.1.4 The Company's services are available for use twenty-four hours per day, seven days per week, except as set forth in Section 2.3 of this tariff.
- 3.1.5 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 3.1.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

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**3.2 Liability of the Company**

- 3.2.1 The Company shall not be liable for loss or damage sustained by reason of any failure or breakdown of facilities associated with the Company's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall the Company's liability for any services exceed the charges applicable under this tariff for such service.
- 3.2.2 The Company shall be indemnified and saved harmless by any Customer or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a Customer or of any other entity in connection with services provided by the Company.
- 3.2.3 The Company shall not be liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of the Company.
- 3.2.4 The Company shall not be liable for any personal injury or death of any person or persons, or for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 3.2.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.
- 3.2.6 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.

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**3.3 Responsibilities of the Customer and Inmate User**

- 3.3.1 Except for pre-paid service, the Customer is responsible for payment of applicable charges set forth in this tariff.
- 3.3.2 The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 3.3.3 The Inmate User is responsible for establishing its identity as often as necessary during the course of a call.
- 3.3.4 The Inmate User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

**3.4 Cancellation or Interruption of Services**

- 3.4.1 Without incurring liability the Company may immediately discontinue services or may withhold the provision of ordered or contracted services:
  - 3.4.1.A For nonpayment of any sum due the Company for the services.
  - 3.4.1.B For violation of any of the provisions of this tariff.
  - 3.4.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
  - 3.4.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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- 3.4.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 3.4.3 Service may be discontinued by the Company, without notice, by blocking traffic to certain countries, cities or exchanges, or by blocking calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its services, and as set forth in Section 2.3 of this tariff. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Inmate User affected, assign a new Authorization Code to replace the one that has been deactivated.
- 3.4.4 The Company may refuse to provide service without prior notice when the Called Party refuses to accept the charges or has subscribed to billed number screening, prohibiting acceptance of such calls.

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**4. RATE DETERMINATION****4.1 Distance Measurements**

The airline mileage between two cities can be calculated using the vertical (V) and horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's FCC Tariff according to the following formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

In the above example, the V1 and H1 correspond to the V&H coordinates of "City 1" V2 and H2 correspond to the V&H coordinates of "City 2."

**4.2 Call Timing**

Timing of each Collect Call begins when the called party accepts responsibility for the charges and ends when either party hangs up, as determined by standard industry methods in use for ascertaining answer and disconnect, including hardware answer supervision in which the LEC sends a signal to the switch or the software utilizing audio tone detection, or as determined by standard industry methods generally in use for ascertaining answer and disconnect as determined by the underlying Common Carrier for the Company's services, where answer supervision is available. The Company will not knowingly bill for uncompleted calls.

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**5. PAYMENTS AND CHARGES**

**5.1 Billing Arrangements**

5.1.1 Charges for services hereunder may be:

5.1.1.A billed directly by the Company,

5.1.1.B included on the Customer's regular home or business's telephone bill, pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

5.1.2 When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply.

5.1.3 The Company's bills are due upon receipt. Amounts not paid within 30 days from the due date of the invoice will be considered past due. A Customer may be assessed a late fee on past due amounts at the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

5.1.4 Called Parties with questions about invoices may contact the Company directly at 14651 Dallas Parkway, Ste. 600, Dallas Texas, 75254 or at 1.800.559.1535. Disputes with respect to charges should be presented to the Company in writing within thirty days from the date the invoice is rendered. All billing disputes will be handled by the Company in compliance with applicable Commission Rules and Regulations. No such disputes will be considered by the Company that do not fully satisfy the applicable statute of limitations.

5.1.5 In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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## **5.2 Validation of Credit**

The Company reserves the right to validate the creditworthiness of the Customer through available verification procedures. Where a requested billing method cannot be validated, the Company may refuse to provide service.

Services offered pursuant to this tariff are provided to inmates of Confinement Facilities, in accordance with institutionally authorized programs. The Company may request that facilities adopt, as part of the institutionally authorized programs, terms that enable the Company to collect the charges for all inmate calls, including without limitations, the blocking of calls to certain telephone numbers when the amount charged to such telephone number exceeds a predetermined amount.

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**5.3 Contested Charges**

For consideration of any disputed charge, a Customer should submit in writing to the Company, within thirty (30) days of the date the bill is issued, the call details and bases for any requested adjustment. The Company will promptly investigate and advise the Customer as to its findings and disposition.

**5.4 Returned Check Charge**

A charge no to exceed the maximum charge allowed by South Carolina statute may be applied if a check or draft presented for payment of service is not accepted by the institution on which it is written.

**5.5 Deposits**

No advance deposits are required.

**5.6 Taxes**

All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal utilities tax) for calls are billed as separate line items and are not included in the quoted rates.

**5.7 Bill Statement Fee**

An undiscountable bill statement fee of \$1.95 may be applied to an end user's local exchange carrier bill in each month in which Collect Calls from confinement facilities are billed, regardless of the number of calls accepted. The bill statement fee is a monthly charge to recover some of the Company's expenses associated with calls from confinement facilities served by the Company and that are billed through local exchange carriers. No fee will be assessed in any month if no Collect Calls are accepted. This fee will not be assessed on end users that prepay for their services or those that are directly billed by the Company.

**5.8 Credit Card/Check-by-Phone Payment Processing Fee**

A payment processing fee of up to \$6.95 is applicable to credit card payments and check-by-phone payments submitted to the Company. This fee does not apply to payments mailed to the company or submitted via a customer's online banking service.

**6. CURRENT RATES AND CHARGES**

This section sets forth the Company's rates and charges applicable to the Company's intrastate telecommunications service offering. Long distance charges consist of a distance and time sensitive Measured Charge, plus a non-measured (fixed) Service Charge.

**6.1 Rates and Charges**

Local	-	\$2.50 per call
IntraLATA	-	\$2.50 per call
	-	\$0.40 per minute
InterLATA	-	\$3.95 per call
	-	\$0.55 per minute

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**RESERVED FOR FUTURE USE**

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**7. PREPAID SERVICES**

**7.1 Prepaid Calling Cards and Debit Accounts**

Where offered by the Confinement Facility, Inmates may either purchase a Prepaid Calling Card or set up a Prepaid Debit Account for calls made by the Inmate User or Authorized User. Prepaid Calling Cards and Debit Accounts provide an alternative method to make calls and are designed for those Inmates who prefer to prepay for their calls. Calls are made by dialing a special access dialing sequence that connects directly to the Company's network at the Confinement Facility. A valid Authorization Code must be entered to access the account.

The Company's system automatically informs the Inmate User or Authorized User of the Prepaid Balance remaining on the Prepaid Calling Card or in the Prepaid Debit Account, and provides prompts to place the call by entering the destination telephone number with area code. Network usage is deducted from the Prepaid Balance on a real time basis as the call progresses. Applicable state taxes and fees are included in the rates and charges for the calls made. On Prepaid Calling Card and Prepaid Debit Account calls, when the Prepaid Balance is one minute prior to depletion, the Inmate User or Authorized User will be interrupted with such an announcement.

Prepaid Calling Card and Debit Account services are available twenty-four (24) hours a day, seven (7) days per week to all terminating locations serviced. Access to such telephone services by an Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Prepaid Balances are not charged for incomplete calls.

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**7. Prepaid Services (Continued)****7.1.A. Prepaid Calling Cards**

The Confinement Facilities that offer the option of Prepaid Calling Cards may purchase Prepaid Calling Cards directly from the Company. Inmates then purchase the Cards from authorized personnel at the Confinement Facilities. The Company does not engage in direct monetary transactions with the Inmate. The Inmate may purchase a Prepaid Calling Card in denominations determined by the Confinement Facility. Prepaid Calling Cards are offered only to Inmates at Confinement Facilities and not to the general public. Prepaid Calling Cards are valid for one hundred eighty (180) days from the date of first usage. Unused Prepaid Balances may be used by the Inmate User or Authorized User following release from the Confinement Facility only through the Company's network by dialing a special toll free access number which automatically connects the call to the Company's network. Unused Prepaid Balances are not refundable nor may Prepaid Calling Cards be replenished upon the depletion of the Prepaid Balance. Inmate may purchase additional cards, as permitted by their Confinement Facility.

**7.1.B. Prepaid Debit Accounts**

For a Prepaid Debit Account, the Inmate may set up the account through the Confinement Facility administrators with an initial payment typically through the Inmate's commissary account, in those Confinement Facilities where this service is available. Upon the depletion of the Prepaid Balance, the Prepaid Debit Account may be replenished by depositing funds into the Account via the Confinement Facility administrator. Prepaid Debit Accounts are considered dormant if there is no activity for one hundred eighty (180) days following the last call made. Inactive accounts will be removed from the Company's system. In conjunction with their release from the Confinement Facility, the Inmate may request a refund from the Confinement Facility administrator.

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7. **Prepaid Services (Continued)**

7.1.C. **Prepaid Calling Card and Debit Account Rates**

The rates listed below are applicable to the Company's Prepaid Calling Card and Debit Account Services. For billing purposes, call timing is rounded up to the next full minute increment. No time of day, holiday or volume discounts apply. The Per Minute rates listed below are inclusive of all applicable taxes.

- Option 1:** Per minute usage rate: \$0.50
- Option 2:** Prepaid calling services are provided at a ten percent discount off standard operator assisted collect call rates.
- Option 3:** Prepaid calling services are provided at the standard contracted collect call rates applicable to the facility requesting prepaid services.

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Issued: October 1, 2010

Effective:

By: Curtis L. Hopfinger  
Director – Regulatory & Government Affairs  
Securus Technologies, Inc.  
14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254

**7. Prepaid Services (Continued)**

**7.2 AdvanceConnect Accounts**

End Users who prefer to pay in advance for Collect Calls that originate from Confinement Facilities, or else if the End User's local exchange carrier does not have a billing and collection agreement with the Company or its intermediary, may set up an AdvanceConnect Account with the Company with a minimum initial fifty dollar (\$50) payment. The Account is set up with the initial payment and may be replenished by the End User. Applicable state taxes and fees are calculated and deducted from the AdvanceConnect Balance at the conclusion of the call.

When the balance in an AdvanceConnect Account reaches twenty dollars (\$20) or below, the End User will receive an automated courtesy call from the Company notifying the End User with such an announcement. If the End User's balance reaches zero prior to replenishment of the Account, the End User will be blocked from receiving further calls from any Confinement Facility served by the Company until the balance is replenished or an alternative billing arrangement is made.

The End User may request a refund of the available balance in the AdvanceConnect Account either by written request to the Company or by contacting the Company at its toll free telephone number once the End User verifies certain account information. Any such unused balances will expire in one hundred eighty (180) days following the last call made, unless the balance is either fully depleted or a refund has been requested. Refunds are subject to a processing fee of up to \$4.95 for accounts established on or after November 1, 2008. No refunds of unused balances will be issued after the expiration date.

AdvanceConnect Account service is available twenty-four (24) hours a day, seven (7) days a week to all terminating locations served. Access to such services by the Inmate User may be subject to time-of-day and usage restrictions imposed by individual Confinement Facilities. No minimum service period applies. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest one (1) cent on a per call basis. Balances are not charged for incomplete calls.

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**7. Prepaid Services (Continued)**

**7.2 AdvanceConnect Accounts (Continued)**

**Wireless Administration Fee** – a monthly fee of up to \$1.99 is applicable to any AdvanceConnect account with a wireless telephone number included as a number authorized to receive calls. This fee applies once per month, per account regardless of the number of wireless telephone numbers authorized. The fee amount will be deducted from the AdvanceConnect account balance on a monthly basis as long as a wireless number remains on the AdvanceConnect account. As of the initial effective date of this fee, existing AdvanceConnect accounts with existing authorized wireless numbers will be Grandfathered and the Wireless Administration Fee will not apply. If an existing AdvanceConnect account adds or changes a wireless number on the account, the Wireless Administration Fee will apply going forward.

**7.2.A. AdvanceConnect Account Rates**

The rates for AdvanceConnect Account are the same as those for automated Collect Call service.

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**8. MARKETING OF SERVICES**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. It understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

**9. CONTRACT SERVICES**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Confinement Facility not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Confinement Facility and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, or a mixture of services for other distinguishing features. Service shall be available to all similarly situated Confinement Facilities for a fixed period of time following the initial offering to the first Confinement Facility as specified in each individual contract.

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AUG 18 2010

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

APPLICATION FOR AN AMENDED CERTIFICATE  
OF AUTHORITY BY A FOREIGN CORPORATION  
TO TRANSACT BUSINESS IN SOUTH CAROLINA

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-104 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for an amended certificate of authority to transact business in the State of South Carolina and for that purpose submits the following statement:

1. The name of the corporation is Evercom Systems, Inc.
- 1a. The above named corporation received a Certificate of Authority to transact business in South Carolina on September 4, 1997.
2. This application is filed for the following reason (complete all applicable items):
  - ☒ a. The corporation has changed its corporate name as follows Securus Technologies, Inc.
  - ☐ b. The corporation has changed its duration to \_\_\_\_\_
  - ☐ c. The corporation has changed the state or country of its incorporation to \_\_\_\_\_
3. The name of the corporation for the purpose of transacting business in South Carolina is (See Sections 33-4-101 and 33-15-106) and see Section 33-19-600(b)(1) if the corporation is a professional corporation \_\_\_\_\_
4. It is incorporated as (check applicable item) ☒ a general business corporation, ☐ a professional corporation under the laws of the state of \_\_\_\_\_
5. The date of its incorporation is 08/22/1987 and the period of its duration is perpetual
6. The address of the principal office of the corporation in the jurisdiction of its incorporation is \_\_\_\_\_  
160 Greenlee Drive, Suite 101 in the city of Dover  
Street Address  
and the state of Delaware 19904  
Zip Code
7. The address of the registered office in the state of South Carolina is 2 Office Park Court, Suite 103  
Street Address  
in the city of Columbia, South Carolina 29223  
Zip Code
8. The name of the registered agent in this state at such address is National Registered Agents, Inc.
9. The name and usual business address of the corporation's directors (If the corporation has no directors, then the name and address of those persons who are exercising the statutory authority of directors on behalf of the corporation) and principal officers:

100823-0167 FILED: 08/18/2010  
SECURUS TECHNOLOGIES, INC.

Filing Fee: \$110.00 ORIG

Mark Hammond

South Carolina Secretary of State

Securus Technologies, Inc.

Name of Corporation

a) Name of Directors

Business Address

Please see attached list

b) Name and Office of  
Principal Officers

Business Address

Please see attached list

10. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, if any)

Authorized No. of Each Class (and Series)

11. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230):

Date August 16, 2010

Evercom Systems, Inc.

Name of Corporation

Signature of Officer

Dennis J. Reinhold-VP, Gen Counsel and Secretary  
Type or Print Name and Office

<i>Record Owner</i>	<i>Class of Equity</i>	<i>Number of Shares/Interest Outstanding (of each class)</i>	<i>Number of Shares/Interest covered by outstanding options, warrants, rights of conversion or the like (of each class)</i>
	Total	145,205.78	12.31%

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EVERCOM SYSTEMS, INC.", CHANGING ITS NAME FROM "EVERCOM SYSTEMS, INC." TO "SECURUS TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE SECOND DAY OF AUGUST, A.D. 2010, AT 4:13 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

2788631 8100

100793626

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8148215

DATE: 08-02-10

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:12 PM 08/02/2010  
FILED 04:13 PM 08/02/2010  
SRV 100793626 - 2788631 FILE

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION  
OF  
EVERCOM SYSTEMS, INC.

(hereinafter called the "corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1. The name of the corporation is Evercom Systems, Inc.
2. The certificate of incorporation of the corporation is hereby amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:  
  
First: The name of the corporation is Securus Technologies, Inc.
3. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Executed on this 28<sup>th</sup> day of July, 2010.

/s/ Dennis J. Reinhold  
Dennis J. Reinhold, Vice President, General  
Counsel and Secretary



**SECURUS**  
TECHNOLOGIES

[Date]

[Title] [First Name] [Last Name]

[Facility Address Line 1]

[Facility Address Line 2]

[City], [State] [ZIP]

Re: Evercom Systems, Inc. Name Change

Dear [Title] [Last Name]:

We are very pleased to inform you that Evercom Systems, Inc. is changing its name to **Securus Technologies, Inc.** This is a name change only. This is neither a merger nor a transfer of assets among companies. This name change will not affect the services you or inmate friends and family receive in anyway. You and friends and family will continue to work with the very same people at our company and there will be no change in any contact telephone numbers.

We have filed for all required document changes at both state and federal agencies. Over the next few weeks the "branding" of calls will be changed to the Securus name and, as we work with our billing agents, the name on customer bills will also be changed to the Securus name.

For your records, we have included a W-9 form for Securus Technologies, Inc. We recommend you retain this letter with your Evercom Systems, Inc. service contract as our official notice of our name change.

Should you have any questions, please feel free to contact your Securus Account or Territory Manager, [TM Name], at [TM Telephone Number].

As always, we will continue to provide you and the inmates' friends and family members with the best service and as many programs as possible to assist in managing all calling activity.

Thank you,

Robert Pickens  
Chief Operating Officer  
Securus Technologies, Inc.